

Amendment Number 2
to
Contract Number DIR-SDD-1944
between
State of Texas, acting by and through the Department of Information Resources
and
ENTERPRISE TRAINING SOLUTIONS

This Amendment Number 2 to Contract Number DIR-SDD-1944 (“Contract”) is between the Department of Information Resources (“DIR”) and Enterprise Training Solutions (“Vendor”). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. Contract, Section 2. Term of Contract is hereby amended as follows:

DIR and Vendor hereby agree to extend the term of the Contract for one (1) year through December 14, 2015 or until terminated pursuant to the termination clauses contained in the Contract. Prior to expiration of the term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to one (1) additional one-year renewal term.

2. Contract, Section 4. Pricing, is hereby restated in its entirety as follows:

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

3. Contract, Section 4, Pricing, A – H, is deleted and is hereby restated in its entirety in Appendix A, Standard Terms and Conditions For Training Services Contracts dated 02/04/2015, Section 8. Pricing, Purchase Orders, Invoices, and Payments, as attached hereto.

4. Contract, Section 5. DIR Administrative Fee, A) is hereby restated in its entirety as follows:

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.00. The effective date of this change will be June 1, 2015.

5. Contract, Section 6. Notification is hereby restated in its entirety as follows:

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Dana L. Collins, CTPM, CTCM
Manager, Contract and Vendor Management
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 936-2233
Facsimile: (512) 475-4759
Email: dana.collins@dir.texas.gov

If sent to the Vendor:

Ken Gellerman
Enterprise Training Solutions
120 Bloomingdale Road
White Plains, NY 10605
(914) 682-4331
(914) 682-9741
Email: kgellerman@enterprisetraining.com

6. **Contract, Section 7. Service Agreement** is hereby amended by renumbering Section 7. Services Agreement and adding **A. Conflicting or Additional Terms** in its entirety as follows:

A. Conflicting or Additional Terms

In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

7. **Contract, Section 8. Intellectual Property Matters, A – L**, is deleted and is hereby restated in its entirety in Appendix A, Standard Terms and Conditions For Training Services Contracts dated 02/04/2015, Section 5. Intellectual Property Matters, as attached hereto.
8. **Appendix A. Standard Terms and Conditions For Training Services Contracts**, is hereby restated in its entirety and replaced with the attached **Appendix A. Standard Terms and Conditions For Training Services Contracts** dated 02/04/2015.

All other terms and conditions of the Contract not specifically modified herein shall remain in full force and effect. In the event of a conflict among provisions, the order of precedence shall be this Amendment Number 2, then Amendment Number 1 and finally the Contract.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature, but in all events, no later than December 14, 2014.

Dynamic Workforce Solutions

Authorized By: Signature on File

Name: Ken Gellerman

Title: Vice President

Date: 4/4/2015

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Dale Richardson

Title: Chief Operations Officer

Date: 6/5/15

Office of General Counsel: DRBrown 6-5-15